# CONTRACT NN06AA03B (Contract)

The following information has been determined to be exempt from disclosure and has been deleted from the contract:

- Exhibit C Safety and Health Plan
- Exhibit D Subcontracting Plan

The Safety and Health Plan and Subcontracting Plan are replete with proprietary information. Because there are no reasonably segregable portions that are subject to release, these plans are being withheld in their entirety.

The deleted material is exempt from disclosure under 14 C.F.R. 1206.300(b)(4) which covers trade secrets and commercial or financial information obtained from a person and privileged and confidential information. It has been held that commercial or financial material is "confidential" for purposes of this exemption if its disclosure would be likely to have either of the following effects: (1) impair the Government's ability to obtain necessary information in the future; or (2) cause substantial harm to the competitive position of the person from whom the information was obtained, National Parks and Conservation v. Morton, 498 F2d 765 (D.C. Cir. 1974).

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SECTION B

### PART I - THE SCHEDULE

### SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS

#### B.1 SUPPLIES AND/OR SERVICES TO BE FURNISHED

Except as may be expressly stated in the task orders as furnished by the Government, the Contractor shall provide all resources as specified in Task Orders issued pursuant to Clause H.8, Task Ordering Procedure, that are necessary to perform the requirements delineated in the Section C, Statement of Work.

# B.2 MINIMUM AND MAXIMUM INDEFINITE DELIVERY, INDEFINITE QUANTITY (IDIQ) CONTRACT VALUE

The guaranteed minimum quantity of work which will be required under this contract, and which will be initiated through the issuance of task orders, shall be \$25,000. There will be no further obligation on the part of the Government to issue additional task orders thereafter. The total maximum aggregate value is \$35 million for the 5-year period of performance (total of all multiple award contracts).

#### B.3 ESTIMATED COST AND FIXED FEE

The estimated cost and fixed fee of the contract is the sum of the estimated costs and fixed fee set forth for individual Task Orders issued by the Government pursuant to H.8, Task Ordering Procedure.

#### B.4 CONTRACT FUNDING (NFS 18-52.232-81) (JUN 1990)

- (a) Contract funding will be provided at the task order level.
- (b) The Limitation of Funds Clause FAR 52.232-22 (APR 1984) applies at the Task Order level.

### SECTION C - DESCRIPTION/SPECIFICATION/WORK STATEMENT

### Flight Critical Systems Research

### 1.0 Background/Introduction

The NASA Langley Research Center Research and Technology Directorate Airborne Systems focus area mission is to develop useable research and technology tools, methods, and techniques, which enable the delivery of future airborne systems technologies for the NASA Aeronautics and Exploration Systems Mission Directorates. This statement of work (SOW) defines the requirements for Flight Critical Systems Research to assist NASA in fulfilling this mission, and will evolve as the Agency's mission evolves. Flight Critical Systems Research addresses avionics systems technology gaps that are exposed by the operational challenges of the future national airspace system, trans-atmospheric flight, and extra-terrestrial planetary flight. Such operations are characterized by increasing complexity/integration; distributed control; onboard diagnostics and prognostics; un-crewed vehicle operations and autonomy; blurring of system boundaries; ubiquitous automation/computing; and increasing verification, validation, and certification challenges.

### 2.0 Scope

The Contractor shall conduct basic and applied research, technology development, systems analyses, and systems integration in avionics systems critical to flight management and control. The work to be performed will be defined in performance based Task Orders issued by the Contracting Officer in accordance with Section H, H.8 TASK ORDERING PROCEDURE (NFS 1852.216-80) (October 1996). The Contractor shall be responsible for defining operational and system requirements, and for delivering engineering and research results that meet the specific technical requirements defined in the SOW of each Task Order. The Contractor shall furnish all personnel, facilities, equipment, material, supplies, and services to perform the work as outlined in each Task Order, with the exception of items designated as Government furnished. The general Work Areas to be performed under the Task Orders are outlined below.

# 3.0 Flight Dynamics, Guidance, and Control

This Work Area includes, but is not limited to: attached and separated-flow aerodynamics; static and dynamic stability; control effector characteristics; dynamic modeling methods; flight-control-law effects; flying and handling qualities; agility and maneuverability; out-of-control flight characteristics; guidance and control theory; control system concepts; controls allocation/ reconfiguration; and control law design. Specific research topics include, but are not limited to, development of technologies, which enhance the ability of the flight crew to respond correctly when critical system or component failures occur; prevent related occurrences of loss of control in flight; enable automated responses to mitigate loss of control; and reduce the pilot workload associated with maintaining safe flight. This work area also includes the modeling and simulation associated with Flight Dynamics, Guidance, and Control research and development.

**3.1** The Contractor shall develop guidance and control technologies for operation throughout the flight envelope to (1) prevent loss of vehicle control, and (2) recover vehicle control from loss-of-control (upset) conditions resulting from adverse flight conditions and vehicle/system failures, occurring separately or in combinations.

- 3.2 The Contractor shall consider and evaluate the following adverse conditions, including, but not limited to: external disturbances; atmospheric disturbances (e.g. wake vortices); weather (e.g. wind shear, turbulence, icing); internal errors; crew input errors (e.g. mode confusion, pilot induced oscillations); system errors/malfunctions (e.g. software/hardware, HIRF [High Intensity Radiated Fields]); external interference; aircraft; and terrain/fixed obstacles.
- 3.3 The Contractor shall consider and evaluate the following vehicle and system failures, including, but not limited to: control system component failures; sensors; actuators; propulsion system; vehicle impairment and damage; control surface impairment and damage; and fuselage and lifting body impairment and damage. Consideration shall be given to coupling effects between flight control, structure, and propulsion system damage.
- **3.4** The Contractor shall consider and evaluate the following vehicle upset conditions, including, but not limited to: operation beyond the normal vehicle flight envelope; unstable modes of motion; stall and/or departure from controlled flight; uncommanded motions due to asymmetric thrust or failures; and out-of-control motions (e.g., falling leaf).
- 3.5 The Contractor shall consider and evaluate the integration of vehicle health management and guidance and control functions, with emphasis on, but not limited to the following issues: definition and utilization of diagnostic information for control performance effectiveness assessment and; definition and utilization of prognostic information for predicting and averting loss of control conditions and for life extending control.
- **3.6** The Contractor shall develop guidance and control technologies, investigate flight dynamics, and develop simulation concepts and methods related to multi-vehicle scenarios. Such scenarios include, but are not limited to, formation flight.

# 4.0 Crew Systems and Aviation Operations

This Work Area includes, but is not limited to: integrated flight deck systems; aircraft self-separation and distributed air traffic management; atmospheric hazard awareness and avoidance; situation awareness assessment; synthetic vision; and human-centered design. These research areas investigate aviation safety and airspace capacity issues such as controlled flight into terrain (CFIT), loss of control in flight, runway incursions, and high density air traffic operations.

4.1 The Contractor shall develop technologies and methods that provide real-time information electronically, to flight crews to improve their situation awareness. Types of real-time information include, but are not limited to: current position in four dimensional space; traffic locations and identity; terrain and obstacle locations; hazardous weather location and type; flight path or surface route information; air traffic control (ATC) instructions; and alerts of impending/potential hazardous situations. The Contractor shall investigate and evaluate display concepts that reduce uncertainties associated with real-time information presentation.

**4.2** The Contractor shall develop communication, navigation, and surveillance infrastructure technologies required to acquire, process, and disseminate situation awareness information.

- **4.3** The Contractor shall develop technologies and methods aimed at increasing the situation awareness of air traffic controllers, including, but not limited to: systems to enable both strategic and tactical collaborative decision making; seamless surveillance; controller-pilot datalink communications (CPDLC); and alerting of path/route deviations by flight crews.
- **4.4** The Contractor shall investigate and develop technologies, methods and procedures to enable high density operations in the future airspace system. Elements and functions of such operations shall include, but not be limited to: air and ground-based traffic management; all-weather operations; terrain-impacted navigation; and detection and accommodation of wake turbulence.
- **4.5** The Contractor shall complete all documentation and meet all requirements to conduct experimentation with human subjects, in accordance with NASA Procedural Requirement 7100.1 "Protection of Human Research Subjects" (available at the NASA Online Directives Information System <a href="http://nodis.hq.nasa.gov/">http://nodis.hq.nasa.gov/</a>) and the NASA Langley Research Center Institutional Review Board (IRB).

### 5.0 Reliable and Robust Avionics Systems

This Work Area includes, but is not limited to: mathematical proof of safety properties for software and hardware; quantitative analysis to ensure functionality, reliability, and safety; fault tolerance; fault modeling and emulation; real-time upset detection and recovery; architecture concepts to improve system robustness to disturbances; vehicle health management; commercial-off-the-shelf technology in safety-critical systems; complexity modeling and management; and integrated modular avionics. Specific research topics include, but are not limited to: the prevention and reduction of malfunctions and failures in aircraft systems and components by developing design and assessment tools to verify system design correctness and validate required system functionality; and the investigation, development, and integration of existing and future sensing/processing technologies to enable vehicle-wide health monitoring.

- **5.1** The Contractor shall develop and demonstrate methods, techniques, and tools for the design, verification, integration, validation, and certification of complex and highly integrated mission and life critical systems. Highly integrated, complex systems are composed of functionally and physically different entities that must operate in seamless and safe coordination. Such entities include, but are not limited to, mechanical, electrical, computational, and human components. The Contractor shall develop methods, techniques, and tools to guarantee that the following systems criteria are met: safety; required performance; design correctness; immunity to disturbances in electromagnetic environments (EME); information integrity and security in presence of malicious and environmental threats; and fault containment, recovery, and accommodation.
- **5.2** The Contractor shall investigate methods that quantify the system's ability to perform to specification in the presence of faults.
- **5.3** The Contractor shall develop databases from analytical, simulation, and flight investigations of flight critical systems' performance in failure/damage situations. Such databases shall be capable of providing the basis for new system designs and for new assessment techniques and tools.

**5.4** The Contractor shall develop concepts, methods, and technologies for distributed, onboard health diagnostic and prognostic system architectures and algorithms. The Contractor shall validate new health monitoring and diagnostic/prognostic system concepts in the context of catastrophic failure prevention and mitigation, and decreased maintenance costs as it applies to major vehicle systems, including, but not limited to:

- **5.4.1** Malfunctions and failures of the aircraft propulsion system, such as engine surge, asymmetric thrust, and turbomachinery crack/fatigue growth and propagation.
- **5.4.2** Damage of the airframe (including the wings, fuselage, and control surface attachment points), such as crack/fatigue growth and propagation, and/or damage resulting from malicious threats.
- 5.4.3 Anticipated and unanticipated malfunctions and failures of the aircraft flight systems (including the electrical power generation/distribution system; digital computers for guidance, navigation, control, and flight management; crew station computers, displays, cueing, warning, and annunciation systems; the digital data bus; sensors; and control actuation components), such as functional error modes in computers, bus errors, short circuits, blocked Pitot tubes, and faulty sensors and actuators.
- **5.4.4** Providing crew members with the possible consequences of systems failures, the symptom and indicators of such consequences, and correct crew responses to mitigate consequences.
- **5.4.5** Providing onboard capability to utilize prognostic data to adapt control strategies that delay the onset of failures and utilize diagnostic data to mitigate failures when they occur.

# 6.0 Flight Critical Systems Analysis and Integration

This work area includes, but is not limited to, performance of systems engineering in support of novel flight critical systems analysis and development from research concept through simulation and test to flight experiment.

**6.1** The Contractor shall conduct the following: requirements analysis; complex system functional decomposition; experimental system specification; experimental system design; system verification and validation; cost-benefit studies; modeling and simulation; configuration management; systems integration; and systems assurance. The Contractor shall perform all analyses and develop all documentation necessary to obtain cognizant safety authority approval as determined by the LaRC Airworthiness and Safety Review Board (ASRB). This includes experimental flight system(s) flown on NASA aircraft, or Contractor-owned and university-owned aircraft funded by NASA.

# **SECTION D - PACKAGING AND MARKING**

### D.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

NOTICE: The following contract clauses pertinent to this section are hereby incorporated by reference:

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

CLAUSE

NUMBER DATE TITLE

None included by reference.

II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18) CLAUSES

CLAUSE

NUMBER DATE TITLE

None included by reference.

### SECTION E - INSPECTION AND ACCEPTANCE

#### E.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

NOTICE: The following contract clauses pertinent to this section are hereby incorporated by reference:

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

CLAUSE

NUMBER DATE TITLE

52.246-9 APR 1984 INSPECTION OF RESEARCH AND DEVELOPMENT

(SHORT FORM)

II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18) CLAUSES

CLAUSE

NUMBER DATE TITLE

None included by reference.

### E.2 HUMAN SPACE FLIGHT ITEM (NASA 1852.246-73) (MARCH 1997)

The Contractor shall include the following statement in all subcontracts and purchase orders placed by it in support of this contract, without exception as to amount or subcontract level:

"FOR USE IN HUMAN SPACE FLIGHT; MATERIALS, MANUFACTURING, AND WORKMANSHIP OF HIGHEST QUALITY STANDARDS ARE ESSENTIAL TO ASTRONAUT SAFETY.

IF YOU ARE ABLE TO SUPPLY THE DESIRED ITEM WITH A HIGHER QUALITY THAN THAT OF THE ITEMS SPECIFIED OR PROPOSED, YOU ARE REQUESTED TO BRING THIS FACT TO THE IMMEDIATE ATTENTION OF THE PURCHASER."

### SECTION F - DELIVERIES OR PERFORMANCE

#### F.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

NOTICE: The following contract clauses pertinent to this section are hereby incorporated by reference:

### I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

CLAUSE NUMBER	DATE TITI	LE
52.211-15	SEP 1990	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS
52.242-15	AUG 1989	STOP-WORK ORDER (ALTERNATE I) (APR 1984)
52.247-34	NOV 1991	F.O.B. DESTINATION

### II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18) CLAUSES

CLAUSE NUMBER DATE TITLE

None included by reference.

# F.2 PERIOD OF PERFORMANCE (LaRC 52.211-91) (NOV 2002)

The period for issuance of task orders is 60 months from the effective date of this contract.

### F.3 DELIVERY REQUIREMENTS (LaRC 52.211-96) (APR 2002)

Delivery shall be f.o.b. destination:

National Aeronautics and Space Administration Langley Research Center 4 South Marvin Street (Bldg. 1206) Hampton VA 23681-2199

or as specified in each task order.

### F.4 PLACE(S) OF PERFORMANCE (LaRC 52.211-98) (OCT 1992)

The place(s) of performance shall be:

The Contractor's facility located in \_\_\_\_\_\_ 2551 Riva Road, Annapolis, MD 21401 \_\_\_ and other sites as may be specified by task orders.

### SECTION G - CONTRACT ADMINISTRATION DATA

#### G.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

NOTICE: The following contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

CLAUSE

NUMBER DATE TITLE

None included by reference.

### II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18) CLAUSES

CLAUSE NUMBER	DATE TIT	LE
1852.216-75	<b>DEC 1988</b>	PAYMENT OF FIXED FEE
1852.242-73	NOV 2004	NASA CONTRACTOR FINANCIAL MANAGEMENT REPORTING
1852.245-70	JUL 1997	CONTRACTOR REQUESTS FOR GOVERNMENT-OWNED EQUIPMENT

#### G.2 SUBMISSION OF VOUCHERS FOR PAYMENT (NFS 1852.216-87) (MAR 1998)

- (a) The designated billing office for cost vouchers for purposes of the Prompt Payment clause of this contract is indicated below. Public vouchers for payment of costs shall include a reference to the number of this contract.
- (b) (1) If the Contractor is authorized to submit interim cost vouchers directly to the NASA paying office, the original voucher should be submitted to:

NASA Langley Research Center MS 175/ Accounts Payable Hampton VA 23681

(2) For any period that the Defense Contract Audit Agency has authorized the Contractor to submit interim cost vouchers directly to the Government paying office, interim vouchers are not required to be sent to the Auditor, and are considered to be provisionally approved for payment, subject to final audit.

(3) Copies of vouchers should be submitted as directed by the Contracting Officer.

- (c) If the Contractor is not authorized to submit interim cost vouchers directly to the paying office as described in paragraph (b), the Contractor shall prepare and submit vouchers as follows:
  - (1) One original Standard Form (SF) 1034, SF 1035, or equivalent Contractor's attachment to the Contractor's DCAA office.
  - (2) Three copies of SF 1034, SF 1035A, or equivalent Contractor's attachment to the following offices by insertion in the memorandum block of their names and addresses:
    - (i) Copy 1 NASA Contracting Officer
    - (ii) Copy 2 Auditor
    - (iii) The Contracting Officer may designate other recipients as required.
- (d) (1) Public vouchers for payment of fee shall be prepared similarly to the procedures in paragraphs (b)or (c) of this clause, whichever is applicable, and be forwarded to:

NASA Langley Research Center MS 175 / Accounts Payable Hampton VA 23681

This is the designated billing office for fee vouchers for purposes of the Prompt Payment clause of this contract.

- (2) Fixed fee shall be paid in monthly installments based upon the percentage of completion of work as determined by the Contracting Officer. The following formulas are provided as a convenience for calculating the interim fee provided the formulas produce a reasonable percentage as compared to completion of work. You should show both formulas on your fee voucher, however, the maximum fee percentage for fee billing is the smaller of the percentages resulting from the application of the two formulas. If at any time the Contracting Officer determines that the fee percentage is not concert with the completion of work, the fee formula will be adjusted, or another methodology that results in comparative fee billing agree upon.
  - (#) Cost Incurred to Date

    Contract Estimated Cost = %
  - (#) Months of Performance Expended to Date

    Contract Period of Performance (Months) = %
- (e) In the event that amounts are withheld from payment in accordance with provisions of this contract, a separate voucher for the amount withheld will be required before payment for that amount may be made.

# G.3 DESIGNATION OF NEW TECHNOLOGY REPRESENTATIVE AND PATENT REPRESENTATIVE (NASA 1852.227-72) (JUL 1997)

(a) For purposes of administration of the clause of this contract entitled "New Technology" or "Patent Rights -- Retention by the Contractor (Short Form)", whichever is included, the following named representatives are hereby designated by the Contracting Officer to administer such clause:

New Technology Representative Office Code 141 NASA Langley Research Center Hampton, VA 23681-2199

Patent Representative Office Code 141 NASA Langley Research Center Hampton, VA 23681-2199

(b) Reports of reportable items, and disclosure of subject inventions, interim reports, final reports, utilization reports, and other reports required by the clause, as well as any correspondence with respect to such matters, should be directed to the New Technology Representative unless transmitted in response to correspondence or request from the Patent Representative. Inquires or requests regarding disposition of rights, election of rights, or related matters should be directed to the Patent Representative. This clause shall be included in any subcontract hereunder requiring a "New Technology" clause or "Patent Rights--Retention by the Contractor (Short Form)" clause, unless otherwise authorized or directed by the Contracting Officer. The respective responsibilities and authorities of the above-named representatives are set forth in 1827.305-370 of the NASA FAR Supplement.

# G.4 FINANCIAL REPORTING OF NASA PROPERTY IN THE CUSTODY OF CONTRACTORS (NFS 1852.245-73) (OCT 2003)

- (a) The Contractor shall submit annually a NASA Form (NF) 1018, NASA Property in the Custody of Contractors, in accordance with the provisions of 1845.505-14, the instructions on the form, subpart 1845.71, and any supplemental instructions for the current reporting period issued by NASA.
- (b) (1) Subcontractor use of NF 1018 is not required by this clause; however, the Contractor shall include data on property in the possession of subcontractors in the annual NF 1018.
  - (2) The Contractor shall mail the original signed NF 1018 directly to the cognizant NASA Center Deputy Chief Financial Officer, Finance, unless the Contractor uses the NF 1018 Electronic Submission System (NESS) for report preparation and submission.
  - (3) One copy shall be submitted (through the Department of Defense (DOD) Property Administrator if contract administration has been delegated to DOD) to the following address: [Insert name and address of appropriate NASA Center office.], unless the Contractor uses the NF 1018 Electronic Submission System (NESS) for report preparation and submission.

(1) The annual reporting period shall be from October 1 of each year through September 30 of (c) the following year. The report shall be submitted in time to be received by October 15. The information contained in these reports is entered into the NASA accounting system to reflect current asset values for agency financial statement purposes. Therefore, it is essential that required reports be received no later than October 15. Some activity may be estimated for the month of September, if necessary, to ensure the NF 1018 is received when due. However, Contractors procedures must document the process for developing these estimates based on planned activity such as planned purchases or NASA Form 533 (NF 533 Contractor Financial Management Report) cost estimates. It should be supported and documented by historical experience or other corroborating evidence, and be retained in accordance with FAR Subpart 4.7. Contractor Records Retention. Contractors shall validate the reasonableness of the estimates and associated methodology by comparing them to the actual activity once that data is available, and adjust them accordingly. In addition, differences between the estimated cost and actual cost must be adjusted during the next reporting period. Contractors shall have formal policies and procedures, which address the validation of NF 1018 data, including data from subcontractors, and the identification and timely reporting of errors. The objective of this validation is to ensure that information reported is accurate and in compliance with the NASA FAR Supplement. If errors are discovered on NF 1018 after submission, the Contractor shall contact the cognizant NASA Center Industrial Property Officer (IPO) within 30 days after discovery of the error to discuss corrective action.

- (2) The Contracting Officer may, in NASA's interest, withhold payment until a reserve not exceeding \$25,000 or 5 percent of the amount of the contract, whichever is less, has been set aside, if the Contractor fails to submit annual NF 1018 reports in accordance with 1845.505-14 and any supplemental instructions for the current reporting period issued by NASA. Such reserve shall be withheld until the Contracting Officer has determined that NASA has received the required reports. The withholding of any amount or the subsequent payment thereof shall not be construed as a waiver of any Government right.
- (d) A final report shall be submitted within 30 days after disposition of all property subject to reporting when the contract performance period is complete in accordance with (b)(1) through (3) of this clause.

### SECTION H - SPECIAL CONTRACT REQUIREMENTS

### H.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

NOTICE: The following contract clauses pertinent to this section are hereby incorporated by reference:

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

CLAUSE

NUMBER DATE TITLE

None included by reference.

### II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18) CLAUSES

CLAUSE		
NUMBER	DATE TIT	LE
1852.208-81	NOV 2004	RESTRICTIONS ON PRINTING AND DUPLICATING
1852.223-70	<b>APR 2002</b>	SAFETY AND HEALTH
1852.223-74	NOV 2004	DRUG- AND ALCOHOL-FREE WORKFORCE
1852.223-75	FEB 2002	MAJOR BREACH OF SAFETY OR SECURITY
1852.242-78	APR 2001	EMERGENCY MEDICAL SERVICES AND EVACUATION
1852.244-70	<b>APR 1985</b>	GEOGRAPHIC PARTICIPATION IN THE AEROSPACE
		PROGRAM

### H.2 SECURITY CLASSIFICATION REQUIREMENTS (NASA 1852.204-75) (SEP 1989)

Performance under this contract will involve access to and/or generation of classified information, work in a security area, or both, up to the level of <u>Secret, as Determined in Individual Task Orders</u>. See Federal Acquisition Regulation clause 52.204-2 in this contract and DD Form 254, Contract Security Classification Specification, Exhibit B.

# H.3 SECURITY PROGRAM/NON-U.S. CITIZEN EMPLOYEE ACCESS REQUIREMENTS (LaRC 52.204-91) (OCT 2003)

(a) Access to the LaRC by contractor non-U.S. citizen employees, including employees in permanent resident alien status, shall be approved in accordance with NPG 1371.2 and LMS-CP-4850-- "Non-U.S. Citizen(s)/Foreign Representative(s) Visitor Approval". Administrative processing requires advance notice of between 20 to 45 days depending on the nationality of the non-U.S. citizen. Access authorization shall be for a maximum of one year, and must be reevaluated annually. Non-U.S. citizen employees must be under escort at all times while on Center by a U.S. citizen issued a LaRC identification badge.

(b) Request for Center access in excess of 90 days requires that a background investigation be conducted on the non-U.S. citizen employee. The processing of a background investigation requires the submittal of a NASA Form 531, "Name Check Request," and a fingerprint card application. Normal processing time for a background investigation is approximately 90 days. A favorably adjudicated background investigation shall allow non-U.S. citizen contractor employee limited unescorted access to the Center. Access shall be limited to work areas identified and deemed necessary and entry and egress to that site.

### H.4 RELEASE OF SENSITIVE INFORMATION (NFS 1852.237-73) (JUNE 2005)

- (a) As used in this clause, "sensitive information" refers to information, not currently in the public domain, that the Contractor has developed at private expense, that may embody trade secrets or commercial or financial information, and that may be sensitive or privileged.
- (b) In accomplishing management activities and administrative functions, NASA relies heavily on the support of various service providers. To support NASA activities and functions, these service providers, as well as their subcontractors and their individual employees, may need access to sensitive information submitted by the Contractor under this contract. By submitting this proposal or performing this contract, the Contractor agrees that NASA may release to its service providers, their subcontractors, and their individual employees, sensitive information submitted during the course of this procurement, subject to the enumerated protections mandated by the clause at 1852.237-72, Access to Sensitive Information.
- (c) (1) The Contractor shall identify any sensitive information submitted in support of this proposal or in performing this contract. For purposes of identifying sensitive information, the Contractor may, in addition to any other notice or legend otherwise required, use a notice similar to the following:

Mark the title page with the following legend:

This proposal or document includes sensitive information that NASA shall not disclose outside the Agency and its service providers that support management activities and administrative functions. To gain access to this sensitive information, a service provider's contract must contain the clause at NFS 1852.237-72, Access to Sensitive Information. Consistent with this clause, the service provider shall not duplicate, use, or disclose the information in whole or in part for any purpose other than to perform the services specified in its contract. This restriction does not limit the Government's right to use this information if it is obtained from another source without restriction. The information subject to this restriction is contained in pages [insert page numbers or other identification of pages].

Mark each page of sensitive information the Contractor wishes to restrict with the following legend:

Use or disclosure of sensitive information contained on this page is subject to the restriction on the title page of this proposal or document.

(2) The Contracting Officer shall evaluate the facts supporting any claim that particular information is "sensitive." This evaluation shall consider the time and resources necessary to protect the information in accordance with the detailed safeguards mandated by the clause at 1852.237-72, Access to Sensitive Information. However, unless the Contracting Officer decides, with the advice of Center counsel, that reasonable grounds exist to challenge the Contractor's claim that particular information is sensitive, NASA and its service providers and their employees shall comply with all of the safeguards contained in paragraph (d) of this clause.

(d) To receive access to sensitive information needed to assist NASA in accomplishing management activities and administrative functions, the service provider must be operating under a contract that contains the clause at 1852.237-72, Access to Sensitive Information. This clause obligates the service provider to do the following:

- (1) Comply with all specified procedures and obligations, including the Organizational Conflicts of Interest Avoidance Plan, which the contract has incorporated as a compliance document.
- (2) Utilize any sensitive information coming into its possession only for the purpose of performing the services specified in its contract.
- (3) Safeguard sensitive information coming into its possession from unauthorized use and disclosure.
- (4) Allow access to sensitive information only to those employees that need it to perform services under its contract.
- (5) Preclude access and disclosure of sensitive information to persons and entities outside of the service provider's organization.
- (6) Train employees who may require access to sensitive information about their obligations to utilize it only to perform the services specified in its contract and to safeguard it from unauthorized use and disclosure.
- (7) Obtain a written affirmation from each employee that he/she has received and will comply with training on the authorized uses and mandatory protections of sensitive information needed in performing this contract.
- (8) Administer a monitoring process to ensure that employees comply with all reasonable security procedures, report any breaches to the Contracting Officer, and implement any necessary corrective actions.
- (e) When the service provider will have primary responsibility for operating an information technology system for NASA that contains sensitive information, the service provider's contract shall include the clause at 1852.204-76, Security Requirements for Unclassified Information Technology Resources. The Security Requirements clause requires the service provider to implement an Information Technology Security Plan to protect information processed, stored, or transmitted from unauthorized access, alteration, disclosure, or use. Service provider personnel requiring privileged access or limited privileged access to these information technology systems are subject to screening using the standard National Agency Check (NAC) forms appropriate to the level of risk for adverse impact to NASA missions. The Contracting Officer may allow the service provider to conduct its own screening, provided the service provider employs substantially equivalent screening procedures.
- (f) This clause does not affect NASA's responsibilities under the Freedom of Information Act.
- (g) The Contractor shall insert this clause, including this paragraph (g), suitably modified to reflect the relationship of the parties, in all subcontracts that may require the furnishing of sensitive information.

# H.5 OBSERVATION OF REGULATIONS AND IDENTIFICATION OF CONTRACTOR'S EMPLOYEES (Larc 52.211-104) (APR 2002)

(a) Observation of Regulations--In performance of that part of the contract work which may be performed at Langley Research Center or other Government installation, the Contractor shall require its employees to observe the rules and regulations as prescribed by the authorities at Langley Research Center or other installation including all applicable Federal, NASA and Langley safety, health, environmental and security regulations.

- (b) Identification Badges--At all times while on LaRC property, the Contractor shall require its employees, Subcontractors and agents to wear badges which will be issued by the NASA LaRC Badge and Pass Office, located at 1 Langley Boulevard (Building No. 1228). Badges shall be issued only between the hours of 6:30 a.m. and 3:30 p.m., Monday through Friday. Contractors will be held accountable for these badges, and may be required to validate outstanding badges on an annual basis with the NASA LaRC Security Office. Immediately upon employee termination or contract completion, badges shall be returned to the NASA LaRC Badge and Pass Office. It is agreed and understood that all NASA identification badges remain the property of NASA and the Government reserves the right to invalidate such badges at any time.
- (c) Employee Outprocessing--The Contractor shall ensure that all employees who are terminated or no longer connected with work being performed under this contract are out processed through the LaRC Badge and Pass Office. Badges and keys must be accounted for and returned.

# H.6 INCORPORATION OF SECTION K OF THE PROPOSAL BY REFERENCE (LaRC 52.215-107) (NOV 2002)

Pursuant to FAR 15.204-1(b), the completed Section K of the proposal is hereby incorporated by reference.

#### H.7 Reserved

### H.8 TASK ORDERING PROCEDURE (NFS 1852.216-80) (OCT 1996)

- (a) Only the Contracting Officer may issue task orders to the Contractor, providing specific authorization or direction to perform work within the scope of the contract and as specified in the schedule. The Contractor may incur costs under this contract in performance of task orders and task order modifications issued in accordance with this clause. No other costs are authorized unless otherwise specified in the contract or expressly authorized by the Contracting Officer.
- (b) Prior to issuing a task order, the Contracting Officer shall provide the Contractor with the following data:
  - (1) A functional description of the work identifying the objectives or results desired from the contemplated task order.
  - (2) Proposed performance standards to be used as criteria for determining whether the work requirements have been met.
  - (3) A request for a task plan from the Contractor to include the technical approach, period of performance, appropriate cost information, and any other information required to determine the reasonableness of the Contractor's proposal.

(c) Within 14 calendar days after receipt of the Contracting Officer's request, the Contractor shall submit a task plan conforming to the request.

- (d) After review and any necessary discussions, the Contracting Officer may issue a task order to the Contractor containing, as a minimum, the following:
  - (1) Date of the order.
  - (2) Contract number and order number.
  - (3) Functional description of the work identifying the objectives or results desired from the task order, including special instructions or other information necessary for performance of the task.
  - (4) Performance standards, and where appropriate, quality assurance standards.
  - (5) Maximum dollar amount authorized (cost and fee or price). This includes allocation of award fee among award fee periods, if applicable.
  - (6) Any other resources (travel, materials, equipment, facilities, etc.) authorized.
  - (7) Delivery/performance schedule including start and end dates.
  - (8) If contract funding is by individual task order, accounting and appropriation data.
- (e) The Contractor shall provide acknowledgment of receipt to the Contracting Officer within 3 calendar days after receipt of the task order.
- (f) If time constraints do not permit issuance of a fully defined task order in accordance with the procedures described in paragraphs (a) through (d), a task order which includes a ceiling price may be issued.
- (g) The Contracting Officer may amend tasks in the same manner in which they were issued.
- (h) In the event of a conflict between the requirements of the task order and the Contractor's approved task plan, the task order shall prevail.

# H.9 TASK ORDER SOLICITATION AND SELECTION PROCEDURES (LaRC 52.216-97) (OCT 2004)

(a) Each Contractor will be given a fair opportunity to be considered for each order in accordance with FAR 16.505. This contract includes no requirement for the Contractor to submit a proposal for any individual task order. The costs of preparing proposals for individual task orders under the contract will not be an allowable direct charge to the contract. However, these costs may be an allowable cost to the normal bid and proposal indirect cost pursuant to FAR 31.205-18.

The contracting officer (CO) will consider past performance, quality of services and/or deliverables, final proposed cost/price or other factors the contracting officer believes are relevant.

Contractors need not be given an opportunity to be considered for a particular order in excess of \$2,500 under multiple Task Order contracts if the CO determines that-

- The agency need for such supplies or services is of such urgency that providing such opportunity would result in unacceptable delays;
- Only one such Contractor is capable of providing such supplies or services required at the level of quality required because the supplies or services ordered are unique or highly specialized;

 The order should be issued on a sole-source basis in the interest of economy and efficiency as a logical follow-on to an order already issued under the contract, provided that all Contractors were given a fair opportunity to be considered for the original order; or

- It is necessary to place an order to satisfy a minimum guarantee.
- (b) The CO need not contact each of the multiple award Contractors before selecting an order awardee if the contracting officer has information available to ensure that each multiple Contractor is provided a fair opportunity to be considered for each order.
- (c) For those orders, which are competed among the multiple contract awardees, the CO will provide a solicitation to each Contractor and will request a proposal in accordance with H.8, Task Ordering Procedure. The solicitation will include a Statement of Work, specifications, or drawings; required delivery date, any special instructions or provisions, and any selection criteria to be used to award the Task Order which differs from that specified in H.8. Prior to awarding the Task Order, all awardees will be required to provide a task plan that may include the following: 1) technical approach, 2) implementation plan (including staffing, proposed facilities and Subcontractors), 3) estimated cost including breakouts of the estimated labor hours and all costs to perform the Task Order, and 4) proposed fee. As required by NASA FAR Supplement 1815.404-471-5(a), when FCCOM is included as an item of cost in the Contractor's proposal, a reduction in the profit/fee objective will be made in an amount equal to the amount of FCCOM allowed in accordance with FAR 31.205-10(a)(2) or 1 percent of the cost base, whichever is less. The level of detail in each Task Plan will be dependent on the complexity of the requirement. Upon selection of an awardee, the CO and Contracting Officer Technical Representative (COTR) will review the task plan and cost estimate to complete the work. The contracting officer will negotiate any necessary changes with the Contractor. The final cost estimate represents the baseline to be used for reporting in Columns 7b and 7d of NASA Form 533M (See Exhibit A).
- (d) Orders may be issued by facsimile or electronic commerce methods.
- (e) No protest is authorized in connection with this contract except for a protest on the grounds that the order increases the scope, period, or maximum value of the contract.
- (f) In the case where only one award is made as a result of this solicitation or if the CO determines that the Task Order shall not be competed (based on criteria stated in Paragraph A above), the following Task Order initiation procedure apply:
  - The COTR will provide a Statement of Work, specifications, or drawings; required delivery date, any special instructions or provisions to the Contractor.
  - The Contractor will be required to provide a task plan, which shall include a discussion of their technical approach for performing the work and an estimated cost for the proposed Task Order in accordance with H.8, Task Ordering Procedure. The estimated cost shall include breakouts of the estimated labor hours and costs to perform the Task Order.
  - The CO and COTR will review the task plan and cost estimate to complete the work. The CO will negotiate necessary changes with the Contractor.
  - The final negotiated cost estimate shall represent the baseline to be used for reporting in Columns 7b and 7d of NASA Form 533M (See Exhibit A).

# H.10 SMALL DISADVANTAGED BUSINESS PARTICIPATION--CONTRACT TARGETS (LaRC 52.219-91) (OCT 2002) (for offeror fill-in)

Fill-In: By offeror

- (a) This clause does not apply to, and should not be completed by Small Disadvantaged Business (SDB) offerors unless the SDB offeror has waived the price adjustment evaluation adjustment [see Paragraph (c) of FAR clause 52.219-23].
- (b) FAR 19.1202-4(a) requires that SDB participation targets be incorporated in the contract. Targets for this contract are as follows: (See Internet at http://www.census.gov/epcd/www/naics.html for Department of Commerce NAICS Industry Subsectors.)

	Department of Commerce NAICS Industry Subsector	Dollar Target	Percent of Contract Value
Year 1	541330	\$319,454	10.3%
Year 2	541330	\$332,342	10.4%
Year 3	541330	\$345,639	10.5%
Year 4	541330	\$359,460	10.5%
Year 5	541330	\$373,838	10.6%

(c) FAR 19.1202-4(b) requires that SDB concerns that are specifically identified by the offeror be listed in the contract when the extent of the identification of such Subcontractors was part of the SDB evaluation subfactor. SDB concerns (Subcontractors) specifically identified by the offeror are as follows:

Name of Concern(s):

Scientific Systems Company, Inc. (SSCI)

The Contractor shall notify the Contracting Officer of any substitutions of firms that are not SDB concerns.

(d) If the prime offeror is an SDB (including joint venture partners and team members) that has waived the price evaluation adjustment, the target for the work it intends to perform as a prime Contractor in authorized Department of Commerce NAICS Industry Subsectors is as follows:

	Percent of Dollars	Contract Value
Year 1	N/A	
Year 2		
Year 3		
Year 4		
Year 5		

NOTE: Because of the nature of this contract (i.e., Task Order IDIQ), the Government will annually evaluate the Contractor's performance in meeting the SDB NAICS Industry Standard goals based on the percentages proposed by the contractor within this clause and not based on the proposed dollar target amounts.

# H.11 FLIGHT TEST OPERATIONS AND SAFETY REPORT (FTOSR) INFORMATION (LaRC 52.223-91) (OCT 2004)

The Technical Point of Contact (POC) and/or COTR must submit a Flight Test Operations and Test and Safety Report (FTOSR) to the Airworthiness and Safety review Board (ASRB) for evaluation and approval in order to obtain a Flight Safety Release letter. The Contractor shall support the Technical Point of Contact (POC) and/or COTR to obtain this Flight Safety Release letter when work performed under this contract requires experiments to be flown on or involving aircraft (including balloon borne experiments/instruments) whose flights occur within the Earth's sensible atmosphere. Specifically such flights include full-scale aircraft or aircraft models, either manned or unmanned and either powered or un-powered. No flight test/flight experiment shall be conducted until a Flight Safety Release letter is obtained. This is applicable for aircraft that are either NASA, University or Contractorowned. The Contractor shall develop the FTOSR or information required for the FTOSR. The Flight Safety Release letter is obtained by the Technical Point of Contact (POC) and/or COTR from the LaRC Airworthiness and Safety Review Board (ASRB) per the requirements of LMS-CP-5580 Airworthiness and Safety Review Board process, and in accordance with LAPD-1710.1 Langley Research Center Aviation Safety Policy and LPR 1710.16 Aviation Operations and Safety Manual. An outline for the FTOSR is provided below. If an item in the FTOSR does not apply, the item must be marked as such and a brief reason why it does not apply.

### Flight Test Operations and Safety Report (FTOSR) Outline:

### A. Cover Sheet w/ Approvals

### B. Program/Project Overview:

- 1. Program Objectives & General Description
- 2. Program Management
- 3. Selected Aircraft
- 4. Proposed Aircraft Modifications & Design Criteria
- 5. Instrumentation Hardware/software & Flt Test
- 6. Data Measurement Requirements
- 7. Contractual Requirements
- 8. Other Involved Agencies
- 9. Summary of Supporting Research & Tests (includes minutes of design review activities)
- 10. Analytical
- 11. Wind Tunnel
- 12. Simulation
- 13. Ground Operating Systems Check out
- 14. Proposed Schedule Milestones

#### C. Flight Test Operations:

- 1. Location
- 2. Flight Tests Start Date
- 3. Number of Flights
- 4. Flight Frequency
- 5. Test Procedures (incl. maneuvers)
- 6. Support Requirements:
- 7. Support Organization & Responsibilities
- 8. Transportation to Test Location
- 9. Chase Aircraft
- 10. Photo/TV Coverage
- 11. Tracking
- 12. Radar
- 13. Optical

- 14. Beacon (incl. frequency)
- 15. Telemetry
- 16. Communications
- 17. Meteorological
- 18. Data
- 19. Real Time
- 20. Quick Look
- 21. Processed
- 22. Other Special Support Requirements

#### D. Safety:

- 1. System Safety Program Plan
- 2. Risk Assessment
- 3. Hazard Analysis
- 4. General Operational Restrictions & Conditions
- 5. Weather
- 6. Personal Equipment
- 7. Minimum On-board Equipment
- Weight/Balance
- 9. Flight Test Envelope
- 10. Abort Procedures
- 11. Emergency Plans & Procedures
- Configuration Control Responsibilities
- 13. Other

# H.12 EXPORT LICENSES (NFS 1852.225-70) (FEB 2000)

- (a) The Contractor shall comply with all U.S. export control laws and regulations, including the International Traffic in Arms Regulations (ITAR), 22 CFR Parts 120 through 130, and the Export Administration Regulations (EAR), 15 CFR Parts 730 through 799, in the performance of this contract. In the absence of available license exemptions/exceptions, the Contractor shall be responsible for obtaining the appropriate licenses or other approvals, if required, for exports of hardware, technical data, and software, or for the provision of technical assistance.
- (b) The Contractor shall be responsible for obtaining export licenses, if required, before utilizing foreign persons in the performance of this contract, including instances where the work is to be performed on-site at NASA Langley Research Center, where the foreign person will have access to export-controlled technical data or software.
- (c) The Contractor shall be responsible for all regulatory record keeping requirements associated with the use of licenses and license exemptions/exceptions.
- (d) The Contractor shall be responsible for ensuring that the provisions of this clause apply to its Subcontractors.

# H.13 LaRC 52.227-28 HANDLING OF DATA (MAY 2003)

(a) "DATA," as used in this clause, means recorded information, regardless of the form, the media on which it may be recorded, or the method of recording. The term includes, but is not limited to, models, photographs, lab notebooks, diagrams, drawings, information subject to the Privacy Act, information of a scientific or technical nature, computer software and documentation thereof, and information of a commercial or financial nature.

(b) In the performance of this contract the Contractor will have access to, be furnished, generate, or use one or more of the following categories of DATA:

- DATA of third parties that the Government has agreed to handle under protective arrangements;
- (2) Government DATA, the use and dissemination of which the Government intends to control or is required to control by law; or
- (3) DATA that the Contractor will create or assist in creating under this contract that the Government has agreed to handle under protective arrangements or indicates that it intends to control.
- (c) In order to protect the interests of the Government and the owners, licensors and licensees of such DATA, the Contractor agrees, with respect to any of the types of DATA identified in paragraph (b), above, that is either marked with a restrictive legend, specifically identified to the Contractor as DATA being generated and to be marked with a restrictive legend, or otherwise identified in writing by the Contracting Officer or his or her representative as being subject to this clause, to:
  - (1) Use, disclose, and reproduce such DATA only to the extent necessary to perform the work required under this contract;
  - (2) Allow access to such DATA only to those of its employees that require access for their performance under this contract;
  - (3) Preclude access and disclosure of such DATA by the Contractor's personnel outside of that portion of the Contractor's organization needed for the performance of the Contractor's duties under this contract; and
  - (4) Return or dispose of such DATA, as the Contracting Officer or his or her representative may direct when the DATA is no longer needed for contract performance.
- (d) In the event that DATA includes a legend that the Contractor deems to be ambiguous or unauthorized, the Contractor shall inform the Contracting Officer of such condition. Notwithstanding the ambiguous or unauthorized nature of such a legend, as long as the legend provides an indication that a restriction on the use or disclosure was intended, the Contractor shall treat such DATA pursuant to the requirements of this clause unless otherwise directed, in writing, by the Contracting Officer.
- (e) Subject to the notice requirements in (f), below, the Contractor shall not be restricted in the use, disclosure, and reproduction of DATA that:
  - (1) Is, or becomes, generally available or public knowledge without breach of this clause by the Contractor or its employees;
  - (2) Is known to the Contractor at the time of disclosure; has been disclosed to the Contractor without restriction from the Government; or has been independently developed by the Contractor outside of the Contractor's activities under this contract;
  - (3) Has become known to the Contractor without similar restrictions from a source other than the Government or any party having work performed under this contract, that source having the right to disclose such DATA; or
  - (4) The Contractor is required to produce such DATA pursuant to a court order or similar Government action.

(f) If the Contractor believes that any event or condition removes the restrictions on their use, disclosure, or reproduction of DATA, the Contractor shall promptly notify the Contracting Officer in writing of such belief before acting on such belief, and, in any event, shall give written notice to the Contracting Officer before unrestricted use, disclosure, or reproduction of such DATA.

- (g) Before the Contractor has access to DATA identified in paragraph (b), above, the Contractor shall provide the Contracting Officer an acceptable written plan by which it intends to assure that its personnel who have or might reasonably have access to any such DATA, will honor the Contractor's obligation to safeguard such DATA. Should the Contracting Officer consider the proposed plan inadequate, the Contractor will be advised of the inadequacy and the Contractor will provide a revised plan. The Contracting Officer may suspend work under this contract, at no cost to the Government, until such time as the written plan of the Contractor is considered acceptable to the Contracting Officer.
- (h) The Contractor agrees to inform and instruct its employees of its and their obligations under this clause and to appropriately bind its employees contractually to comply with the access, use, disclosure, and reproduction provisions of this clause.

# H.14 AIRCRAFT FLIGHT RISKS (NFS 1852.228-71) (DECEMBER 1988)

- (a) Notwithstanding any other provision of this contract (particularly paragraph (g) of the Government Property (Cost-Reimbursement, Time-and-Materials, or Labor-Hour Contracts) clause and paragraph (c) of the Insurance--Liability to Third Persons clause), the Contractor shall not (1) be relieved of liability for damage to, or loss or destruction of, aircraft sustained during flight or (2) be reimbursed for liabilities to third persons for loss of or damage to property or for death or bodily injury caused by aircraft during flight, unless the flight crew members have previously been approved in writing by the Contracting Officer.
- (b) For the purposes of this clause--
  - (1) Unless otherwise specifically provided in the Schedule, "aircraft" includes any aircraft, whether furnished by the Contractor under this contract (either before or after Government acceptance) or furnished by the Government to the Contractor under this contract, including all Government property placed or installed or attached to the aircraft, unless the aircraft and property are covered by a separate bailment agreement.
  - (2) "Flight" includes any flight demonstration, flight test, taxi test, or other flight made in the performance of this contract, or for the purpose of safeguarding the aircraft, or previously approved in writing by the Contracting Officer.
    - (i) With respect to land-based aircraft, flight commences with the taxi roll from a flight line and continues until the aircraft has completed the taxi roll to a flight line.
    - (ii) With respect to sea-planes, flight commences with the launching from a ramp and continues until the aircraft has completed its landing run and is beached at a ramp.
    - (iii) With respect to helicopters, flight commences upon engagement of the rotors for the purpose of take-off and continues until the aircraft has returned to the ground and rotors are disengaged.
    - (iv) With respect to vertical take-off aircraft, flight commences upon disengagement from any launching platform or device and continues until the aircraft has been re-engaged to any launching platform or device.
  - (3) "Flight crew members" means the pilot, copilot, and, unless otherwise specifically provided in the Schedule, the flight engineer and navigator when required or assigned to their respective crew positions to conduct any flight on behalf of the Contractor.

(c) (1) If any aircraft is damaged, lost, or destroyed during flight and the amount of the damage, loss, or destruction exceeds \$100,000 or 20 percent of the estimated cost, exclusive of any fee, of this contract, whichever is less, and if the Contractor is not liable for the damage, loss, or destruction under the Government Property (Cost-Reimbursement, Time-and-Materials, or Labor-Hour Contracts) clause of this contract or under paragraph (a) of this clause, an equitable adjustment for any resulting repair, restoration, or replacement required under this contract shall be made (i) in the estimated cost, the delivery schedule, or both and (ii) in the amount of any fee to be paid to the Contractor, and the contract shall be modified in writing accordingly.

(2) In determining the amount of adjustment in the fee that is equitable, any fault of the Contractor, its employees, or any Subcontractor that materially contributed to the damage, loss, or destruction shall be taken into consideration.

### H.15 MINIMUM INSURANCE COVERAGE (NASA 1852.228-75) (OCT 1988)

The Contractor shall obtain and maintain insurance coverage as follows for the performance of this contract:

- (a) Worker's compensation and employer's liability insurance as required by applicable Federal and state workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with the Contractor's commercial operations that it would not be practical. The employer's liability coverage shall be at least \$100,000, except in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.
- (b) Comprehensive general (bodily injury) liability insurance of at least \$500,000 per occurrence.
- (c) Motor vehicle liability insurance written on the comprehensive form of policy which provides for bodily injury and property damage liability covering the operation of all motor vehicles used in connection with performing the contract. Policies covering motor vehicles operated in the United States shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury liability and \$20,000 per occurrence for property damage. The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.
- (d) Comprehensive general and motor vehicle liability policies shall contain a provision worded as follows:

"The insurance company waives any right of subrogation against the United States of America which may arise by reason of any payment under the policy."

(e) When aircraft are used in connection with performing the contract, aircraft public and passenger liability insurance of at least \$200,000 per person and \$500,000 per occurrence for bodily injury, other than passenger liability, and \$200,000 per occurrence for property damage. Coverage for passenger liability bodily injury shall be at least \$200,000 multiplied by the number of seats or passengers, whichever is greater.

# H.16 FINAL SCIENTIFIC AND TECHNICAL REPORTS (NFS 1852.235-73) (FEB 2003) (ALTERNATE II) (FEB 2003)

(a) The Contractor shall submit to the Contracting Officer a final report that summarizes the results of the entire contract, including recommendations and conclusions based on the experience and results obtained. The final report should include tables, graphs, diagrams, curves, sketches, photographs, and drawings in sufficient detail to explain comprehensively the results achieved under the contract.

- (b) The final report shall be of a quality suitable for publication and shall follow the formatting and stylistic guidelines contained in NPG 2200.2A, Guidelines for Documentation, Approval, and Dissemination of NASA Scientific and Technical Information. Electronic formats for submission of reports should be used to the maximum extent practical. Before electronically submitting reports containing scientific and technical information (STI) that is export-controlled or limited or restricted, contact the Contracting Officer to determine the requirements to electronically transmit these forms of STI. If appropriate electronic safeguards are not available at the time of submission, a paper copy or a CD-ROM of the report shall be required. Information regarding appropriate electronic formats for final reports is available at http://www.sti.nasa.gov under "Publish STI Electronic File Formats."
- (c) The last page of the final report shall be a completed Standard Form (SF) 298, Report Documentation Page.
- (d) In addition to the final report submitted to the Contracting Officer, the Contractor shall concurrently provide to the Center STI/Publication Manager and the NASA Center for AeroSpace Information (CASI) a copy of the letter transmitting the final report to the Contracting Officer. The copy of the letter shall be submitted to CASI at the following address:

Center for AeroSpace Information (CASI)
Attn: Acquisitions Collections Development Specialist
7121 Standard Drive
Hanover, Maryland 21076-1320

(e) Data resulting from this research activity may be subject to export control, national security restrictions or other restrictions designated by NASA; or, to the extent the Contractor receives or is given access to data necessary for the performance of the contract which contain restrictive markings, may include proprietary information of others. Therefore, the Contractor shall not publish, release, or otherwise disseminate, except to NASA, data produced during the performance of this contract, including data contained in the final report and any additional reports required by 1852.235-74 when included in the contract, without prior review by NASA. Should the Contractor seek to publish, release, or otherwise disseminate data produced during the performance of this contract, the Contractor may do so once NASA has completed its document availability authorization review and the availability of the data has been determined.

#### H.17 MULTIPLE AWARD CONTRACTS

Orders under this multiple award contract will be placed in accordance with FAR 16.505 and H.8, Task Ordering Procedure. Unless otherwise stated in an individual Task Order Request, the selection criteria to be considered to provide multiple awardees a fair opportunity to be considered for award for each order are: technical approach, cost, and past performance. Unless otherwise stated in an individual Task Order Request, these criteria will be considered of essentially equal importance.

#### H.18 Reserved

#### H.19 PROFIT AND FEE ON TASK ORDERS

Individual cost plus fixed fee Task Orders will be negotiated as a result of proposals submitted for each Task Order. The fixed fee rate accepted or negotiated by the Contracting Officer for the initial requirement under any specific Task Order will be the maximum rate applied to all change or modification actions involving work not previously specified in the Task Order.

### H.20 SMALL BUSINESS SUBCONTRACTING PLAN

The Small Business Subcontracting Plan is attached as Exhibit D to this contract. Because of the nature of this contract (i.e., Task Order IDIQ), the Government will annually evaluate the Contractor's performance in meeting the Small Business Subcontracting goals based on the percentages proposed by the contractor in the Small Business Subcontracting Plan.

# **PART II - CONTRACT CLAUSES**

# **SECTION I - CONTRACT CLAUSES**

### I.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

NOTICE: The following contract clauses pertinent to this section are hereby incorporated by reference:

# I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

CLAUSE		
NUMBER	DATE TITL	.E
52.202-1	JUN 2004	DEFINITIONS
52.203-3	APR 1984	GRATUITIES
52.203-5	APR 1984	COVENANT AGAINST CONTINGENT FEES
52.203-6	JUL 1995	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT
52.203-7	JUL 1995	ANTI-KICKBACK PROCEDURES
52.203-8	JAN 1997	CANCELLATION, RESCISSION AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY
52.203-10	JAN 1997	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY
52.203-12	JUN 2003	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS
52.204-2	AUG 1996	SECURITY REQUIREMENTS
52.204-4	AUG 2000	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER
52.204-7	OCT 2003	CENTRAL CONTRACTOR REGISTRATION
52.209-6	JUL 1995	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT
52.215-2	JUN 1999	AUDIT AND RECORDSNEGOTIATION
52.215-8	OCT 1997	ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT
52.215-11	OCT 1997	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA MODIFICATIONS
52.215-13	OCT 1997	SUBCONTRACTOR COST OR PRICING DATA - MODIFICATIONS
52.215-14	OCT 1997	INTEGRITY OF UNIT PRICES
52.215-15	OCT 2004	PENSION ADJUSTMENTS AND ASSET REVERSIONS
52.215-17	OCT 1997	WAIVER OF FACILITIES CAPITAL COST OF MONEY

52.215-21	OCT 1997	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA – MODIFICATIONS (ALTERNATE IV) (OCT 1997)
		Insert (b) Provide information described below: The
		Contractor shall submit cost or pricing data and supporting
		attachments in accordance with Table 15-2 of FAR 15.408,
		unless otherwise stated by the Contracting Officer.
52.216-7	DEC 2002	ALLOWABLE COST AND PAYMENT
32.210-7	DEC 2002	Insert 30 <sup>th</sup> in Paragraph (a)(3).
52.216-8	MAR 1997	FIXED FEE
52.217-8	NOV 1999	
32.217-0	NOV 1999	Option to Extend Services (Nov 99) Insert 30 Days
52.219-8	OCT 2000	UTILIZATION OF SMALL BUSINESS CONCERNS
52.219-9	JAN 2002	SMALL BUSINESS SUBCONTRACTING PLAN
52.219-9	JAN 2002	
EQ 040 40	14114000	(ALTERNATE II) (OCT 2001)
52.219-16	JAN 1999	LIQUIDATED DAMAGES SUBCONTRACTING PLAN
52.222-1	FEB 1997	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES
52.222-2	JUL 1990	PAYMENT FOR OVERTIME PREMIUMS
		Insert "\$ TBD per task order requiring Contracting Officer's
F0 000 0	II IN 2002	approval" in paragraph (a). CONVICT LABOR
52.222-3	JUN 2003	
52.222-21	FEB 1999	PROHIBITION OF SEGREGATED FACILITIES
52.222-26	APR 2002 DEC 2001	EQUAL OPPORTUNITY EQUAL OPPORTUNITY FOR SPECIAL DISABLED
52.222-35	DEC 2001	
		VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS
E0 000 00	JUN 1998	AFFIRMATIVE ACTION FOR WORKERS WITH
52.222-36	JUN 1990	DISABILITIES
52.222-37	DEC 2001	EMPLOYMENT REPORTS ON SPECIAL DISABLED
32.222-31	DEC 2001	VETERANS, VETERANS OF THE VIETNAM ERA, AND
		OTHER ELIGIBLE VETERANS
52.223-6	MAY 2001	DRUG-FREE WORKPLACE
52.223-14	AUG 2003	TOXIC CHEMICAL RELEASE REPORTING
52.225-13	DEC 2003	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES
52.225-16	FEB 2000	SANCTIONED EUROPEAN UNION COUNTRY SERVICES
52.227-1	JUL 1995	AUTHORIZATION AND CONSENT (ALTERNATE I) (APR
52.221-1	JOE 1995	1984)
52.227-2	AUG 1996	NOTICE AND ASSISTANCE REGARDING PATENT AND
02.221-2	7,00 1000	COPYRIGHT INFRINGEMENT
52.227-10	APR 1984	FILING OF PATENT APPLICATIONS CLASSIFIED
OL.LL! 10	711 11 1001	SUBJECT MATTER
52.227-11	JUN 1997	PATENT RIGHTSRETENTION BY THE CONTRACTOR
02.22	0011 1001	(SHORT FORM) (AS MODIFIED BY NFS 1852.227-11)
		(MAY 2002)
52.227-14	JUN 1987	RIGHTS IN DATAGENERAL As modified by 1852.227-14
02.22		NASA FAR Supplement (OCT 1995)
52.227-16	JUN 1987	ADDITIONAL DATA REQUIREMENTS
52.228-7	MAR 1996	INSURANCELIABILITY TO THIRD PERSONS
52.230-2	APR 1998	COST ACCOUNTING STANDARDS
52.230-3	APR 1998	DISCLOSURE AND CONSISTENCY OF COST
		ACCOUNTING PRACTICES
52.230-6	NOV 1999	ADMINISTRATION OF COST ACCOUNTING STANDARDS
52.232-9	APR 1984	LIMITATION ON WITHHOLDING OF PAYMENTS

52.232-17	JUN 1996	INTEREST
52.232-22	APR 1984	LIMITATION OF FUNDS
52.232-23	<b>JAN 1986</b>	ASSIGNMENT OF CLAIMS
52.232-25	<b>OCT 2003</b>	PROMPT PAYMENT
52.232-34	MAY 1999	PAYMENT BY ELECTRONIC FUNDS TRANSFEROTHER
		THAN CENTRAL CONTRACTOR REGISTRATION
		Insert No later than 15 days prior to the submission of the first
		request for payment in Paragraph (b)(1).
52.233-1	JUL 2002	DISPUTES (ALTERNATE I) (DEC 1991)
52.233-3	AUG 1996	PROTEST AFTER AWARD (ALTERNATE I) (JUN 1985)
52.233-4	<b>OCT 2004</b>	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM
52.242-1	APR 1984	NOTICE OF INTENT TO DISALLOW COSTS
52.242-3	MAY 2001	PENALTIES FOR UNALLOWABLE COSTS
52.242-4	JAN 1997	CERTIFICATION OF FINAL INDIRECT COSTS
52.242-13	JUL 1995	BANKRUPTCY
52.244-5	DEC 1996	COMPETITION IN SUBCONTRACTING
52.244-6	APR 2003	SUBCONTRACTS FOR COMMERCIAL ITEMS
52.245-5	JUN 2003	GOVERNMENT PROPERTY (COST- REIMBURSEMENT,
		TIME-AND- MATERIAL, OR LABOR-HOUR CONTRACTS)
52.245-18	FEB 1993	SPECIAL TEST EQUIPMENT
52.245-19	APR 1984	GOVERNMENT PROPERTY FURNISHED "AS IS"
52.246-23	FEB 1997	LIMITATION OF LIABILITY
52.246-25	FEB 1997	LIMITATION OF LIABILITY-SERVICES
52.249-6		TERMINATION (COST-REIMBURSEMENT)
52.249-14		EXCUSABLE DELAYS
52.253-1	JAN 1991	COMPUTER GENERATED FORMS

# II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18) CLAUSES

CLAUSE NUMBER	DATE TITI	LE
1852.203-70	JUN 2001	DISPLAY OF INSPECTOR GENERAL HOTLINE POSTERS
1852.216-89	JUL 1997	ASSIGNMENT AND RELEASE FORMS
1852.219-74 SEP 1990		USE OF RURAL AREA SMALL BUSINESSES
1852.219-76	JUL 1997	NASA 8 PERCENT GOAL
1852.227-70	<b>MAY 2002</b>	NEW TECHNOLOGY
1852.235-70	FEB 2003	CENTER FOR AEROSPACE INFORMATION
1852.243-71	MAR 1997	SHARED SAVINGS

# I.2 CLAUSES IN FULL TEXT

The clauses listed below follow in full text:

CLAUSE NUMBER	DATE	TITLE
52.216-18	OCT 1995	ORDERING
52.216-19	OCT 1995	ORDER LIMITATIONS
52.216-22	OCT 1995	INDEFINITE QUANTITY
52.219-4	OCT 2004	NOTICE OF EVALUATION PREFERENCE FOR HUBZONE
		SMALL BUSINESS CONCERNS

52.219-23	JUN 2003	NOTICE OF PRICE EVALUATION ADJUSTMENT FOR SMALL
		DISADVANTAGED BUSINESS CONCERNS
52.219-25	OCT 1999	SMALL DISADVANTAGED BUSINESS PARTICIPATION
		PROGRAM-DISADVANTAGED STATUS AND REPORTING
52.227-23	JUN 1987	RIGHTS TO PROPOSAL DATA (TECHNICAL)
52.244-2	AUG 1998	SUBCONTRACTS (ALTERNATE I) (AUG 1998)
52.252-2	FEB 1998	CLAUSES INCORPORATED BY REFERENCE
1852.215-84	OCT 2003	OMBUDSMAN (ALTERNATE I) (JUN 2000)
1852.219-75	MAY 1999	SMALL BUSINESS SUBCONTRACTING REPORTING

### I.3 ORDERING (FAR 52.216-18) (OCT 1995)

- (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from contract award through 60 months from the effective date of the contract.
- (b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.
- (c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

### I.4 ORDER LIMITATIONS (FAR 52.216-19) (OCT 1995)

- (a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$1,000, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.
- (b) Maximum order. The Contractor is not obligated to honor--
  - (1) Any order for a single item in excess of \$20,000,000;
  - (2) Any order for a combination of items in excess of \$20,000,000; or
  - (3) A series of orders from the same ordering office within 10 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) of this section.
- (c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.
- (d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 10 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

### I.5 INDEFINITE QUANTITY (FAR 52.216-22) (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

- (b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."
- (c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- (d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 6 months from the end of the contract period of performance.

# I.6 NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (FAR 52.219-4) (OCT 2004)

- (a) Definition. "HUBZone small business concern," as used in this clause, means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.
- (b) Evaluation preference.
  - (1) Offers will be evaluated by adding a factor of 10 percent to the price of all offers, except--
    - (i) Offers from HUBZone small business concerns that have not waived the evaluation preference;
    - (ii) Otherwise successful offers from small business concerns;
    - (iii) Otherwise successful offers of eligible products under the Trade Agreements Act when the dollar threshold for application of the Act is exceeded (see 25.402 of the Federal Acquisition Regulation (FAR)); and
    - (iv) Otherwise successful offers where application of the factor would be inconsistent with a Memorandum of Understanding or other international agreement with a foreign government.
  - (2) The factor of 10 percent shall be applied on a line item basis or to any group of items on which award may be made. Other evaluation factors described in the solicitation shall be applied before application of the factor.

(3) A concern that is both a HUBZone small business concern and a small disadvantaged business concern will receive the benefit of both the HUBZone small business price evaluation preference and the small disadvantaged business price evaluation adjustment (see FAR clause 52.219-23). Each applicable price evaluation preference or adjustment shall be calculated independently against an offeror's base offer. These individual preference amounts shall be added together to arrive at the total evaluated price for that offer.

- (c) Waiver of evaluation preference. A HUBZone small business concern may elect to waive the evaluation preference, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply if the offeror has waived the evaluation preference.
- [] Offeror elects to waive the evaluation preference.
- (d) Agreement. A HUBZone small business concern agrees that in the performance of the contract, in the case of a contract for--
  - (1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other HUBZone small business concerns;
  - (2) Supplies (other than procurement from a nonmanufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other HUBZone small business concerns;
  - (3) General construction, at least 15 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns; or
  - (4) Construction by special trade Contractors, at least 25 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns.
- (e) A HUBZone joint venture agrees that in the performance of the contract, the applicable percentage specified in paragraph (d) of this clause will be performed by the HUBZone small business participant or participants.
- (f) A HUBZone small business concern nonmanufacturer agrees to furnish in performing this contract only end items manufactured or produced by HUBZone small business manufacturer concerns. This paragraph does not apply in connection with construction or service contracts.

# I.7 NOTICE OF PRICE EVALUATION ADJUSTMENT FOR SMALL DISADVANTAGED BUSINESS CONCERNS (FAR 52.219-23) (JUNE 2003)

(a) Definitions. As used in this clause--

"Small disadvantaged business concern" means an offeror that represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either--

(1) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR part 124, subpart B; and

 No material change in disadvantaged ownership and control has occurred since its certification:

- (ii) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and
- (iii) It is identified, on the date of its representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net).
- (2) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR part 124, subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted. In this case, in order to receive the benefit of a price evaluation adjustment, an offeror must receive certification as a small disadvantaged business concern by the Small Business

  Administration prior to contract award; or
- (3) Is a joint venture as defined in 13 CFR 124.1002(f).

"Historically black college or university" means an institution determined by the Secretary of Education to meet the requirements of 34 CFR 608.2. For the Department of Defense (DoD), the National Aeronautics and Space Administration (NASA), and the Coast Guard, the term also includes any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

"Minority institution" means an institution of higher education meeting the requirements of Section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1067k including, a Hispanic-serving institution of higher education, as defined in Section 316(b)(1) of the Act (20 U.S.C. 1101a)).

- (b) Evaluation adjustment. (1) The Contracting Officer will evaluate offers by adding a factor of 10 (TEN) percent to the price of all offers, except--
  - (i) Offers from small disadvantaged business concerns that have not waived the adjustment;
  - (ii) An otherwise successful offer of eligible products under the Trade Agreements Act when the dollar threshold for application of the Act is equaled or exceeded (see section 25.402 of the Federal Acquisition Regulation (FAR));
  - (iii) An otherwise successful offer where application of the factor would be inconsistent with a Memorandum of Understanding or other international agreement with a foreign government;
  - (iv) For DoD, NASA, and Coast Guard acquisitions, an otherwise successful offer from a historically black college or university or minority institution; and
  - (v) For DoD acquisitions, an otherwise successful offer of qualifying country end products (see sections 225.000-70 and 252.225-7001 of the Defense FAR Supplement).
- (2) The Contracting Officer will apply the factor to a line item or a group of line items on which award may be made. The Contracting Officer will apply other evaluation factors described in the solicitation before application of the factor. The factor may not be applied if using the adjustment would cause the contract award to be made at a price that exceeds the fair market price by more than the factor in paragraph (b)(1) of this clause.

(c) Waiver of evaluation adjustment. A small disadvantaged business concern may elect to waive the
adjustment, in which case the factor will be added to its offer for evaluation purposes.
The agreements in paragraph (d) of this clause do not apply to offers that waive the adjustment.

Offeror	elects	to	waive	the	adjustmer	ıt.
Offeror	elects	to	waive	tne	aajustme	er

(d) Agreements. (1) A small disadvantaged business concern, that did not waive the adjustment, agrees that in performance of the contract, in the case of a contract for--

- (i) Services, except construction, at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern;
- (ii) Supplies (other than procurement from a nonmanufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern;
- (iii) General construction, at least 15 percent of the cost of the contract, excluding the cost of materials, will be performed by employees of the concern; or
- (iv) Construction by special trade Contractors, at least 25 percent of the cost of the contract, excluding the cost of materials, will be performed by employees of the concern.
- (2) A small disadvantaged business concern submitting an offer in its own name shall furnish in performing this contract only end items manufactured or produced by small disadvantaged business concerns in the United States or its outlying areas. This paragraph does not apply to construction or service contracts.

# I.8 SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM--DISADVANTAGED STATUS AND REPORTING (FAR 52.219-25) (OCT 1999)

- (a) Disadvantaged status for joint venture partners, team members, and Subcontractors. This clause addresses disadvantaged status for joint venture partners, teaming arrangement members, and Subcontractors and is applicable if this contract contains small disadvantaged business (SDB) participation targets. The Contractor shall obtain representations of small disadvantaged status from joint venture partners, teaming arrangement members, and Subcontractors through use of a provision substantially the same as paragraph (b)(1)(i) of the provision at FAR 52.219-22, Small Disadvantaged Business Status. The Contractor shall confirm that a joint venture partner, team member, or Subcontractor representing itself as a small disadvantaged business concern, is identified as a certified small disadvantaged business in the database maintained by the Small Business Administration (PRO-Net) or by contacting the SBA's Office of Small Disadvantaged Business Certification and Eligibility.
- (b) Reporting requirement. If this contract contains SDB participation targets, the Contractor shall report on the participation of SDB concerns at contract completion, or as otherwise provided in this contract. Reporting may be on Optional Form 312, Small Disadvantaged Business Participation Report, or in the Contractor's own format providing the same information. This report is required for each contract containing SDB participation targets. If this contract contains an individual Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan, reports may be submitted with the final Subcontracting Report for Individual Contracts (Standard Form 294) at the completion of the contract.

# I.9 RIGHTS TO PROPOSAL DATA (TECHNICAL) (FAR 52.227-23) (JUN 1987)

Except for data contained on pages <u>I-4</u>; <u>I-20 through I-21</u>; <u>III-13 through III-16</u>, it is agreed that as a condition of award of this contract, and notwithstanding the conditions of any notice appearing thereon, the Government shall have unlimited rights (as defined in the "Rights in Data--General" clause contained in this contract) in and to the data contained in the proposal dated <u>February 7, 2005</u> upon which this contract is based.

### I.10 SUBCONTRACTS (FAR 52.244-2) (AUG 1998) (ALTERNATE I) (AUG 1998)

(a) Definitions. As used in this clause--

"Approved purchasing system" means a Contractor's purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR).

"Consent to subcontract" means the Contracting Officer's written consent for the Contractor to enter into a particular subcontract.

"Subcontract" means any contract, as defined in FAR Subpart 2.1, entered into by a Subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

- (b) This clause does not apply to subcontracts for special test equipment when the contract contains the clause at FAR 52.245-18, Special Test Equipment.
- (c) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (d) or (e) of this clause.
- (d) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that--
  - (1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or
  - (2) Is fixed-price and exceeds--
    - (i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or
    - (ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.
- (e) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts:

"TBD on a Task Order basis with the exception of those listed in (k) of this clause."

- (f) (1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (c), (d), or (e) of this clause, including the following information:
  - (i) A description of the supplies or services to be subcontracted.
  - (ii) Identification of the type of subcontract to be used.
  - (iii) Identification of the proposed Subcontractor.

NNL06AA03B SECTION I

- (iv) The proposed subcontract price.
- (v) The Subcontractor's current, complete, and accurate cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.
- (vi) The Subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.
- (vii) A negotiation memorandum reflecting--
  - (A) The principal elements of the subcontract price negotiations;
  - (B) The most significant considerations controlling establishment of initial or revised prices;
  - (C) The reason cost or pricing data were or were not required;
  - (D) The extent, if any, to which the Contractor did not rely on the Subcontractor's cost or pricing data in determining the price objective and in negotiating the final price;
  - (E) The extent to which it was recognized in the negotiation that the Subcontractor's cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the Subcontractor; and the effect of any such defective data on the total price negotiated;
  - (F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and
  - (G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.
- (2) If the Contractor has an approved purchasing system and consent is not required under paragraph (c), (d), or (e) of this clause, the Contractor nevertheless shall notify the Contracting Officer reasonably in advance of entering into any (i) cost-plus-fixed-fee subcontract, or (ii) fixed-price subcontract that exceeds the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of this contract. The notification shall include the information required by paragraphs (f)(1)(i) through (f)(1)(iv) of this clause.
- (g) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination--
  - Of the acceptability of any subcontract terms or conditions;
  - (2) Of the allowability of any cost under this contract; or
  - (3) To relieve the Contractor of any responsibility for performing this contract.
- (h) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).
- (i) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any Subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

NNL06AA03B SECTION I

(j) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.

(k) Paragraphs (d) and (f) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:

AeroTech Research (ATR)
Drexel University (Drexel)
Pennsylvania State University (PSU)
Scientific Systems Company, Inc. (SSCI)
TechnoSciences
Wyle Laboratories Inc. (Wyle)

### 1.11 CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (FEB 1998)

This contract incorporates one or more clauses by reference, with the same for	ce and effect as if they
were given in full text. Upon request, the Contracting Officer will make their full	text available. Also,
the full text of a clause may be accessed electronically at this/these address(es	s):
http://www.arnet.gov/far/	*

## I.12 OMBUDSMAN (NFS 1852.215-84) (OCT 2003) (ALTERNATE I) (JUN 2000)

http://www.hg.nasa.gov/office/procurement/regs/nfstoc.htm\_

- (a) An ombudsman has been appointed to hear and facilitate the resolution of concerns from offerors, potential offerors, and Contractors during the preaward and postaward phases of this acquisition. When requested, the ombudsman will maintain strict confidentiality as to the source of the concern. The existence of the ombudsman is not to diminish the authority of the contracting officer, the Source Evaluation Board, or the selection official. Further, the ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of formal contract disputes. Therefore, before consulting with an ombudsman, interested parties must first address their concerns, issues, disagreements, and/or recommendations to the contracting officer for resolution.
- (b) If resolution cannot be made by the contracting officer, interested parties may contact the installation ombudsman, Bruce Holmes, direct inquires to Richard Siebels, NASA Langley Research Center (LaRC), Mail Stop 144, Hampton, VA 23681-2199; phone (757) 864-2418; facsimile (757) 864-7709; email Richard.J.Siebels@nasa.gov.

Concerns, issues, disagreements, and recommendations which cannot be resolved at the installation may be referred to the NASA ombudsman, the Director of the Contract Management Division, at 202-358-0445, facsimile 202-358-3083, e-mail james.a.balinskas@nasa.gov. Please do not contact the ombudsman to request copies of the solicitation, verify offer due date, or clarify technical requirements. Such inquiries shall be directed to the contracting officer or as specified elsewhere in this document.

(c) If this is a task or delivery order contract, the ombudsman shall review complaints from Contractors and ensure they are afforded a fair opportunity to be considered, consistent with the procedures of the contract.

NNL06AA03B SECTION I

## I.13 SMALL BUSINESS SUBCONTRACTING REPORTING (NFS 1852.219-75) (MAY 1999)

(a) The Contractor shall submit the Summary Subcontract Report (Standard Form (SF) 295) semiannually for the reporting periods specified in block 4 of the form. All other instructions for SF 295 remain in effect.

(b) The Contractor shall include this clause in all subcontracts that include the clause at FAR 52.219-9.

NNL06AA03B SECTION J

# PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

## **SECTION J - LIST OF ATTACHMENTS**

#### J.1 CONTRACT DOCUMENTATION REQUIREMENTS

Exhibit A	Contract I	Document	ation I	Requirements
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Exhibit B Contract Security Classification Specification, DD Form 254

Exhibit C Safety and Health Plan

Exhibit D Subcontracting Plan

Exhibit E IT Security Implementation Plan

#### **EXHIBIT A - CONTRACT DOCUMENTATION REQUIREMENTS**

### A. Monthly Financial Management Report

- The Contractor shall submit a monthly financial management report as provided by the Section G clause entitled "NASA Financial Management Reporting." This report shall be submitted utilizing NASA Form 533M, Monthly Contractor Financial Management Report, in accordance with submission instructions contained on the reverse side of the form.
- 2. For this task order contract, a 533M shall be provided for the levels indicated below:
  - a. Each Authorized Task
  - b. Contract Total. (Column 9b shall reflect total estimated cost of \$# plus fixed fee of \$#.)
  - c. Due not later than the 10th operating day following the close of the Contractor's accounting period being reported.
  - d. Each NF533M shall include a narrative explanation for variances exceeding +-5 percent between estimated dollars shown in the prior month and actual dollars shown in the current month at the total contract level. (For example, the estimated dollars shown for June in column 8a. in the May 533M and the actual June dollars shown in column 7a. in the June 533M.)
- 3. The minimum reporting categories shall be included in column 6 of this report. Minimum reporting categories shall include:
  - a. Direct Labor Hours
  - b. Direct Labor Dollars
  - c. Overhead(s)
  - d. Subcontract
  - e. Material
  - f. Other Direct Cost
  - g. G&A
  - h. Total Estimated Cost
  - i. Fee
  - j. Total Estimated Cost and Fee
- B. Monthly Technical Letter Progress Report -- The Contractor shall submit monthly technical letter reports for each task order describing progress of the task to date, noting all technical areas in which effort is being directed and indicating the status of work within these areas. Tasks may be summarized in one letter report, unless otherwise stipulated in individual task orders. Reports shall be in narrative form, brief and informal in content. These reports shall include:
- A narrative statement of work accomplished during the report period.

- 2. A statement of current and potential problem areas and proposed corrective action.
- 3. A discussion of work to be performed during the next report period.

The monthly progress report shall be submitted within 10 days after the end of each calendar monthly report period. A monthly report shall not be required for the period in which the final report is due.

- C. Final Reports -- Each task order may require the Contractor to submit a final report, either formal or informal, which documents and summarizes the results. When a formal final Contractor report is required, it shall be submitted in accordance with the instructions contained in NASA FAR Supplement clause 1852.235-73, Final Scientific and Technical Reports. The specified number of approval copies shall be submitted within the time specified in the task orders.
- D. IT Security Implementation Plan. The Contractor shall submit the IT Security Implementation Plan for Contracting Officer and the Langley IT Security Manager approval no later than 30 days after award.

The Contractor shall demonstrate in the IT Security implementation compliance with FISMA, OMB and NIST requirements for IT Security before any remote access is authorized.

The Contractor shall demonstrate in the IT Security implementation plan how computers used to access Langley and other NASA Centers are managed under configuration control using the Center for Internet Security configuration guidelines and how the facility is protected against viruses, worms and other hostile code.

Contractor employees shall obtain Langley RSA tokens for access to the Langley VPN for remote access to Langley NTTS computers. The Contractor shall notify the Langley IT Security Manager immediately upon discovery of a missing RSA token. The Contractor shall notify the Langley IT Security Manager by the close of business of the termination of any employee with a VPN account. (If the employee is to be replaced the RSA token can just be disabled until the new employee is in place, otherwise the RSA token shall be returned to the Langley IT Security Manager within seven days.)

E. Property in the Custody of Contractors (NASA FORM 1018) -- The Contractor shall submit the NASA Form 1018 no later than October 15th of each year in accordance with the Section G clause entitled "Financial Reporting of NASA Property in the Custody of Contractors."

### F. Subcontracting Reports

- a. The Contractor shall submit Standard Form 294, Subcontracting Report for Individual Contracts, and Standard Form 295, Summary Subcontractor Report, in accordance with the instructions on the reverse of the forms. In addition to the instructions on the reverse of the SF 295, the Contractor is required to comply with NFS Clause 1852.219-75, Small Business Subcontracting Reporting.
- b. The Contractor shall submit an SDB Participation Report in accordance with the Section I FAR Clause 52.219-25, Small Disadvantaged Business Program -- Disadvantaged Status and Reporting. This report shall be submitted within 30 days after the end of each contract year.
- **G.** Federal Contractor Veterans Employment Report -- In compliance with Clause 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era, the Contractor shall submit the Federal Contractor Veterans Employment Reports (VETS-100) as required by this clause.

H. Evidence of Insurance -- The Contractor shall submit evidence of the insurance coverage, required by the NASA Clause 1852.228- 75 in Section H entitled "Minimum Insurance Coverage" (i.e., a Certificate of Insurance or other confirmation), to the Contracting Officer prior to performing under this contract. The Contractor shall also present such evidence to the Contracting Officer prior to commencement of performance under any options exercised, if applicable.

### Sections I-K below pertain to Small Businesses:

- I. Interim patent rights report The Contractor shall submit an annual list of all subject inventions to be disclosed as set forth in FAR 52.227-11 (as modified by 1852.227-11). This report is due every 12 months.
- J. Final patent rights report The Contractor shall submit a listing of all subject inventions or certify that there were none as set forth in FAR 52.227-11 (as modified by 1852.227-11). This report is due prior to contract closeout.
- K. Invention disclosure reporting The Contractor shall disclose each subject invention under the contract as set forth in FAR 52.227-11 (as modified by 1852.227-11). The electronic or paper version of NASA Form 1679, Disclosure of Invention and New Technology (Including Software) may be used for this reporting. Both the electronic and paper versions of this form may be accessed at <a href="http://invention.nasa.gov">http://invention.nasa.gov</a>. Disclosures are required within two months after the inventor discloses it in writing to Contractor personnel who are responsible for patent matters.

### Sections L-N below pertain to Large Businesses:

- L. Interim New Technology report The Contractor shall submit an annual list of subject inventions, certify that all subject inventions have been disclosed (or that there are no such inventions), and certify that the procedures required by NFS clause 1852.227-70 (New Technology) have been followed. This report is due every 12 months.
- M. Final New Technology report The Contractor shall submit a list of subject inventions or certify that there were no such subject inventions, and list all subcontracts at any tier containing a patent rights clause or certify that there were no such subcontracts as set forth in NFS 1852.227-70. This report is due within 3 months after completion of the contracted work.
- N. Invention disclosure reporting The Contractor shall disclose each subject invention under the contract as set forth in NFS 1852.227-70. The electronic or paper version of NASA Form 1679, Disclosure of Invention and New Technology (Including Software) may be used for this reporting. Both the electronic and paper versions of this form may be accessed at http://invention.nasa.gov. Disclosures are required within two months after the inventor discloses it in writing to Contractor personnel who are responsible for the administration of the New Technology clause.

#### II. DOCUMENT DISTRIBUTION REQUIREMENTS

A. Unless otherwise specified elsewhere in this contract, reports and other documentation shall be submitted F.O.B. destination as specified below, addressed as follows:

National Aeronautics and Space Administration
Langley Research Center
Attn: \_\_\_\_\_\_, Mail Stop \_\_\_\_\_ [Fill in – See below]
Contract #: NNL06AA03B
Hampton, VA 23681-2199

B. The following letter codes designate the recipients of reports and other documentation which are required to be delivered prepaid to Langley Research Center by the Contractor:

- A--Contract Specialist, Mail Stop 126
- 2. B--Contracting Officer Technical Representative, Mail Stop 130
- C--New Technology Representative, Mail Stop 141
- D--Cost Accounting, NF533@larc.nasa.gov
- H--Patent Counsel, Mail Stop 141
- 6. I---Industrial Property Office, Mail Stop 377
- J.-Small Business Specialist, Mail Stop 134
- 8. K--Center Information Technology Security Manager (CITSM), Mail Stop 124
- L--According to instructions on form
- 10. M--As required by Task Order
- 11. N--Task Monitor
- 12. P--Center STI Publication Manager, Mail Stop 196
- 13. Q--Industry Assistance Representative, Mail Stop 144
- C. The following are the distribution requirements for reports and other documentation required to be delivered f.o.b. destination. The numeral following the letter code specifying the number of copies to be provided:

#### LETTER CODE AND DOCUMENT: DISTRIBUTION

- 1. Monthly Financial Management Report (NASA Forms 533M): A-1, B-2, D-2
- Monthly Technical Letter Progress Report: A-1, B-2, M-1, N-1
- Informal Final Report: A-1, B-2, C-1, H-1
- Formal Final Report: As specified by the Contracting Officer
- Copy of formal final report cover letter: P-1
- IT Security Implementation Plan: A-1, B-1, K-1
- 7. Report of Property in the Custody of Contractors (NASA Form 1018): I-1, L

- Subcontracting Report for Individual Contracts (Standard Form 294) and SDB Participation Report (Optional Form 312): A-1, J-1, Q-1, L
- 9. Summary Subcontractor Report (Standard Form 295): L
- Federal Contractor Veterans Employment Report (VETS-100): L
- 11. Evidence of Insurance Coverage: A-1, B-1
- 12. New Technology Report/Patent Rights Report: A-1, B-1, C-1, H-1
- D. When the Contract Specialist (A) is not designated above to receive a copy of a report or document, the Contractor shall furnish a copy of the report/document transmittal letter to the Contract Specialist. If delegated, the Contractor shall also furnish a copy of the transmittal letter and a copy of each Financial Management Report to the delegated Administrative Contracting Officer of the cognizant DoD (or other agency) contract administrative services component.

# **EXHIBIT B**

Contract Security Classification Specification: DD Form 254

See the next 2 pages.

	DEPARTMENT C		CLEARANCE AND SAFEGUARDING								
	CONTRACT SECURITY CLASS	TON									
1	(The requirements of the DoD Indo	uetrial Securi	h Manus	SECRET b. LEVEL OF SAFEGUARDING REQUIRED							
	to all aspects of	SECRET									
2. THIS SPECIFICATION IS FOR: (X and complete as applicable)					3. THIS	SPECI	FICATION IS: (X	and complete as applicable			
X	a. PRIME CONTRACT NUMBER				a. ORIG	INAL (Complete dat	e in all cases)	Date (YYMMDD) 060113	)		
<u> </u>	b. SUBCONTRACT NUMBER				b. REVISED (Su all previous spec				Date (YYMMDD)	ate (YYMMDD)	
	c. SOLICITATION OR OTHER NUMBER Due Date (YYMMDD)						Date (YYMMDD)				
					c. FINAL (Complete Item 5 in all cases)				Date (Trimibo)		
4. IS T	HIS A FOLLOW-ON CONTRACT? X	YES [		NO. If Yes	complete	the follo	wing NAS1-0010	5, NAS1-00106, NAS1-0010	7 and NAS1-0010	98	
Classifi	ed material received or generated under (see sec	ction 13 for P	Preceding	Contract I	<i>Number)</i> is	transfer	rred to this follow-	on contract N/A			
5. IS T	HIS A FINAL DD FORM 254?	YES	Х	NO. If Yes	complete	the follo	wing				
			a idaatii	ind alassific	ad matarial	ie euthe	orized for the park	nd of			
	nse to the contractor's request dated, r				ed material	is author	orized for the perio				
a. NAME	ADDRESS, AND ZIP CODE	nent Entity (	CAGE	b. CAGE	E CODE	c. CO	GNIZANT SECURIT	Y OFFICE (Name, Address, and	d Zip Code)		
	C Engineering Services, LLC					Def	ense Securi	ty Services			
	Riva Road			1W	AV4	938	Elkridge La	nding Road, Suite	310		
The state of the	polis, MD 21401						hicum, MD				
Aima	pons, in 21401										
7. SUB	CONTRACTOR		-								
	, ADDRESS, AND ZIP CODE	N//		b. CAGE	CODE	c. CO	GNIZANT SECURIT	Y OFFICES ( Name, Address, an	nd Zip Code)		
8. ACTU	JAL PERFORMANCE			b. CAGE	CODE	L	CNIZANT SECUDITY	OFFICE (Name, Address, and a	Zin Code)		
a. 200A											
	TAL IDENTIFICATION OF THIS PROCUREMENT	ксн									
10. THIS	CONTRACT WILL REQUIRE ACCESS TO:	YES	NO	11. IN F	PERFORM	ING TH	IS CONTRACT,	THE CONTRACTOR WILL:	YES	NO	
. COMMU	UNICATIONS SECURITY (COMSEC)		X					ON ONLY AT ANOTHER		X	
INFORMA'	TION CTED DATA	-	X				OR A GOVERNMENT OCUMENTS ONLY	ACTIVITY		X	
	AL NUCLEAR WEAPON DESIGN INFORMATION	_	x	b. RECEIVE CLASSIFIED DOCUMENTS ONLY     c. RECEIVE AND GENERATE CLASSIFIED M				ERIAL	Х	+^-	
	RLY RESTRICTED DATA:		T X	d. FABRICATE, MODIFY, OR STORE CLASSIFIED HARD					X		
	GENCE INFORMATION:	20,350	A CONTRACTOR		ORM SERVI					X	
	sitive Compartmented Information (SCI)		X	THE REPORT OF THE PARTY OF THE				RTO	X		
(2) Non	-SCI		Х	a. BE AU	THORIZED	TO USE	THE SERVICES OF	DEFENSE TECHNICAL ONDARY DISTRIBUTION CENT	ED	X	
SPECIAL	ACCESS INFORMATION		X	h. REQU	IRE A COM	SEC ACC	COUNT			X	
	FORMATION		X	I. HAVE	A TEMPEST	REQUIR	REMENT			X	
	GOVERNMENT INFORMATION		X	J. HAVE C	PERATION	S SECU	RITY (OPSEC) REQ	UIREMENTS		X	
	DISSEMINATION INFORMATION		X				THE DEFENSE COL			X	
FOR OFF	ICIAL USE ONLY INFORMATION	X		I. OTHER	(Specify).					Х	
OTHER S	Specify)			1							

12. PUBLIC RELEASE. Any information (classified or unclassified) pertain	aining to this contract shall not be released for p	ublic dissemination except as pro-	vided by the industrial					
Security Manual or unless it has been approved for public release by appropriate U.S. Government authority. Proposed public release shall be submitted for approval prior to release								
Direct X Through (Specify):								
NASA LANGLEY RESEARCH CEN	<b>TER, M/S 126, HAMPTO</b>	ON, VA 23681-219	9					
ATTN: C. Lynn Jenkins, (757) 864-32								
To the Office of Public Affairs, National Aeronautics and Space Administration the case of non-DoD User Agencies, requests for disclosure shall be seen to	submitted to that agency.							
13. SECURITY GUIDANCE. The security classification guidance needed for this effort is identified below. If any difficulty is encountered in applying this guidance or if any other contributing factor indicates a need for changes in this guidance, the contractor is authorized and encouraged to provide recommended changes: to challenge the guidance or classification assigned to any information or material furnished or generated under this contract; and to submit any questions for interpretation of this guidance to the official identified below. Pending final decision, the information involved shall be handled and protected at the highest level of classification assigned or recommended. (Fill in as appropriate for the classified effort. Attach, or forward under separate correspondence, any document/guides/extracts referenced herein. Add additional pages as needed to provide complete guidance.)								
ALL PERFORMANCE OF WORK FOR THIS PERFORMED AT GOVERNMENT OR PRO								
CONTRACTOR SHALL BE PROVIDED CL			SUPPORT PERFORMANCE					
ELEMENTS INVOLVING CLASSIFIED NAT	IONAL SECURITY INFORM	ATION.						
THE CONTRACTOR FACILITY SECURITY OFFICER (FSO) SHALL CERTIFY THE SECURITY CLEARANCE STATUS OF EMPLOYEES SUPPORTING THIS CONTRACT VIA STANDARD VISIT REQUEST SUBMITTED ANNUALLY OR AS REQUIRED TO THE CERTIFIER IDENTIFIED IN SECTION 16A. THE VISIT REQUEST SHALL INCLUDE THE LEVEL OF CLEARANCE, DATE OF ISSUE, INVESTIGATION TYPE AND DATE COMPLETED.								
THE CERTIFIER IN SECTION 16A SHALL SUBCONTRACTORS PERFORMING WOR		ANY DD FORMS 25	54 ISSUED TO					
ITEM 10J CONTINUED: INFORMATION E	XCLUDED FROM PUBLIC F	RELEASE UNDER T	HE FREEDOM OF					
INFORMATION ACT SHALL BE MARKED	"SENSITIVE BUT UNCLASS	SIFIED".						
14. ADDITIONAL SECURITY REQUIREMENTS. Requirements, in additiontractual clauses in the contract document itself, or provide an appropri								
to the cognizant security office. Use Item 13 if additional space is needed								
<ol> <li>INSPECTIONS. Elements of this contract are outside the inspection elements carved out and the activity responsible for inspections. Use Iter</li> </ol>		If Yes, explain and identify specific	careas or Yes X No					
16. CERTIFICATION AND SIGNATURE. Security requirements stated herein are complete and adequate for safeguarding the classified information to be released or								
generated under this classified effort. All questions shall be referred to the official named below.  a. TYPED NAME OF CERTIFYING OFFICIAL  b. TITLE  c. TELEPHONE (Include Area Code)								
MICHAEL E. REAGAN	SECURITY SPECIALIST		(757) 864-9470					
d. ADDRESS (Include ZIP Code)  17. REQUIRED DISTRIBUTION								
NASA LANGLEY RESEARCH CENTER  X a. CONTRACTOR								
M/S 301, ATTN: MICHAEL REAGAN								
HAMPTON, VA 23681-2199 X c. COGNIZANT SECURITY OFFICE FOR PRIME AND SUBCONTRACTOR								
e. SIGNATURE	d. U.S. ACTIVITY RESPONSIBLE FOR OVERSEAS SECURITY ADMINISTRATION							
MH	e. ADMINISTRATIVE CONTRACTING OFFICER							
1. OTHERS AS NECESSARY								
DD Form 554 Reverse DFC 1900								